

## REMARKS

This paper is in response to the Office Action mailed November 13, 2007.

The previous Office Action rejected claims 28-36 and 40-47, as being anticipated by Cross. Applicants' subsequently filed Amendment amended claim 28, to its present form, to better define the present embodiments:

**28. (Previously Presented) Computer-implemented and Internet-based self-service method for a customer to dispute a pending invoice from a vendor, comprising the steps of:**

**accessing, by the customer, a database record corresponding to the pending invoice to be disputed over a Web site of the vendor;**

**selecting, from the vendor's Web site, a reason code for the dispute along with an identification of a disputed amount in the pending invoice;**

**validating a Credit Memo Request incorporating the selected reason code and the disputed amount to create a pending Credit Memo Request;**

**causing, by the customer and through the vendor's Web site, the Credit Memo Request to be sent to and routed through at least one of a selected process of the vendor for the selected reason code, a selected hierarchy of persons at the vendor empowered to approve Credit Memo Request incorporating the selected reason code and a primary approver at the vendor for the selected reason code;**

**receiving a notification from the vendor upon approval or rejection of the pending Credit Memo Request, the disputed amount being automatically credited to the pending disputed invoice when the pending Credit Memo Request is approved.**

Similarly, independent claim 40 was amended to its present form:

**40. (Previously Presented) An Internet-based electronic self-service system for a customer to dispute a pending invoice from a vendor, the system comprising:**

**a database configured to store the pending invoice;**

**a Web site, the Web site being controlled by the vendor and accessible by the customer over the Internet, the Web site being configured to allow the customer to remotely access the pending invoice and to dispute the pending invoice by:**

**selecting, from the vendor's Web site, a reason code for the dispute and at least a disputed amount in the pending invoice;**

**validating a Credit Memo Request incorporating the selected reason code and the disputed amount to create a pending Credit Memo Request, and**

**causing, by the customer and through the vendor's Web site, the Credit Memo Request to be sent to be processed through a workflow engine to send and route the Credit Memo Request through at least one of a selected process of the vendor for the selected reason code, a selected hierarchy of persons at the vendor**

**empowered to approve Credit Memo Request incorporating the selected reason code and a primary approver at the vendor for the selected reason code.**

Note that the claim amendments of October 24, 2007, and the arguments presented in the Remarks section thereof were effective to overcome the Cross reference. However, the Office now presents the very same arguments and rejections in paragraphs 5 and 14 relative to Cross as were already overcome in the Amendment filed October 24, 2007, and now asserts that the only difference between Cross and the claimed embodiments is that:

**However, Cross does not explicitly disclose that the dispute process is conducted through the vendor's Web site.**

It is respectfully submitted, however, that Cross does not teach all of the claimed methods but for a teaching that the dispute process is conducted through the vendor's Web site. Indeed, Cross teaches to upload an invoice from an external data source (see reference numeral 10 in Fig. 1), and thereafter carry out a validation process on the received invoice "to check the actual charged rates against reference charged rates" (see Col. 2, lines 25-27). This validation process creates discrepancy information when there is a difference between charged and reference rates. In turn, this discrepancy information is used to generate a dispute report, which is associated with the received invoice (see Col. 2, lines 45-55). Once the dispute report is generated, the uploaded invoice may be approved or disapproved through a bill review and approval process (see Col. 2, lines 59-63). The invoice may be paid if approved, rejected if disapproved or short paid if only some of the charges therein are not approved (see also Col. 11, lines 30-50). Indeed, if the invoice is to be short paid (partially paid), the customer calls for the discrepancy report to be sent to the vendor, the party that generated the bill.

Therefore, as set out previously, Cross teaches to:

1. upload a vendor bill;

2. carry out a validation process on the uploaded bill;
3. generate discrepancy information and a dispute report according to the results of the validation process if the charged rates do not match reference rates, and
4. carry out one of three steps; namely:
  - a. approve and pay the invoice (see Col. 11, lines 34-35)
  - b. reject the invoice and mark the invoice as rejected (see Col. 11, lines 40-41), or
  - c. short pay the invoice and send a dispute report to the vendor (see Col. 22, lines 36-38).

No teaching or suggestion is present in Cross of any customer carrying out a self-service method of disputing a pending invoice by creating a Credit Memo Request as called for by claim 1. In Cross, the uploaded invoice is paid, rejected, or partially paid, and no request for any Credit Memo is ever made to the vendor (the entity that generated the invoice). In fact, as noted in the previously filed Amendment, Cross teaches that the customer is in contact with the vendor on only three occasions:

1. One connection is made to the external data source 10 to access and upload the invoice (see Col. 4, lines 59-60);
2. One connection is made through the autopayment interface 13 when the invoice is paid (see Col. 5, lines 1-10), and
3. One last connection is made through an invoice and dispute report output to provide copies of invoices and dispute reports to the vendor.

All of the other steps and processes described in Cross are carried out internally within the customer. That is, the customer does not carry out a step of:

**accessing, by the customer, a database record corresponding to the pending invoice to be disputed over a Web site of the vendor**

Nor does the customer carry out, as claimed, a step of:

**selecting, from the vendor's Web site, a reason code for the dispute along with an identification of a disputed amount in the pending invoice**

The Reason Codes in Cross (see, for example, Fig. 8) are the customer's internal reason codes, and are not vendor-provided, as they are in the claimed embodiments. Indeed, Cross teaches to

approve, disapprove or short pay an invoice internally, within itself, and does not teach or suggest any manner of generating a Credit Memo Request at all, and much less by:

**causing, by the customer and through the vendor's Web site, the Credit Memo Request to be sent to and routed through at least one of a selected process of the vendor for the selected reason code, a selected hierarchy of persons at the vendor empowered to approve Credit Memo Request incorporating the selected reason code and a primary approver at the vendor for the selected reason code**

As successfully pointed out previously, the pending claims recite that the Credit Memo Request is created through the vendor's Web site and by the customer, which is antithetical to the method espoused by Cross, in which the customer (invoice recipient) does not: i) access the vendor's Web site; ii) generate a Request for a Credit Memo; or iii) cause any Credit Memo Request to be sent and routed to the vendor in the claimed (or any) manner.

It is respectfully submitted to the Examiner that the discrepancy information and the dispute report taught by Cross is not equivalent to the claimed Credit Memo Request, nor are the claimed steps to create the claimed Credit Memo Request taught in Cross; whether carried out through the vendor's Web site or not. In Cross, the dispute report is generated within the customer, without any contact with the vendor, and merely sent to the vendor when the customer short pays the vendor (see Col. 11, lines 36-39). The dispute report is not created through the vendor's web site, as required by the claims. Nor is it caused to be routed through "at least one of a selected process of the vendor for the selected reason code, a selected hierarchy of persons at the vendor empowered to approve Credit Memo Request incorporating the selected reason code and a primary approver at the vendor for the selected reason code," as required by the claims.

Therefore, it is respectfully submitted that the primary reference of the applied combination does not teach or suggest that which is again asserted by the Office. In the outstanding Office Action, the Office has changed the anticipation rejection to an obviousness rejection and added the

secondary reference to Robinson et al. for its alleged teaching of the dispute process being “conducted thru the vendor’s Web site.”

Before considering the two references in combination for all they teach and suggest to one of ordinary skill, as one must in the context of a §103(a) rejection, an examination of the Robinson et al. patent is instructive.

Robinson et al. teach methods and systems for creating an encrypted digital receipt (see, for example, the title and the Abstract of Robinson et al). The focus of Robinson et al. is to provide private records of an online transaction that may be trusted by both parties (see Col. 2, lines 7-13):

Of course the customer could also create and retain their own records, but the merchant may not trust the customer’s records since, being in digital form, they are easily modified or forged. Thus, disputes arising from electronic transactions over the Internet are typically difficult to resolve since neither the merchant nor the customer trusts the accuracy of the other’s private records.

To provide “private records” that may be trusted by both the merchant and the customer, Robinson et al. teaches the generation of encrypted receipts for online transactions. To do so, Robinson et al. teach to generate a transaction record that contains “at least some information that, on its face, would identify the transaction to the merchant (see Col. 4, lines 45-47). This transaction record is then encrypted (see Col. 5, lines 12-17):

In step 115, the transaction record is encrypted. Note that the encryption of step 115 is used primarily for the purpose of verification by the merchant. For example, the merchant may need to verify the transaction record in the event of <sup>15</sup> disputes with the customer or in the case when its own transaction record is lost. Thus, if a private-key cryptosys-

This encrypted “digital receipt” (Robinson et al.’s terminology) is then transmitted back to the customer (see Col. 6, lines 23-25):

Referring again to FIG. 1, in step 120 the encrypted transaction record, which ordinarily is appended to the digital receipt page, is transmitted back to the customer.

The customer then saves this encrypted digital receipt (see Col. 6, lines 48-50), who may then use the encrypted digital receipt “in case of disputes or problems with the order,” as taught in Robinson et al. (see Col. 6, lines 61-64):

Using a digital receipt in accordance with the invention, the merchant may issue a digital receipt to a customer, and advise its customers to save the digital receipt in case of disputes or problems with the order. By using digital

The customer, it is disclosed (see at Col. 8, lines 31-35) “may wish to present” the digital receipt to the merchant when there is a dispute or whenever the customer or the merchant wishes to verify that a particular transaction took place or to verify that the customer is entitled to discounts:

15        tication of the transaction. The customer may wish to present the digital receipt to the merchant in the event of a dispute with the merchant, but in general the customer may do so whenever he wishes to verify that a particular transaction took place. For example, a customer may present digital receipts to the merchant to verify that he is entitled to certain volume-based discounts.

Robinson et al.’s encrypted digital receipt, therefore, is a proof-of-purchase certificate that may be trusted by the merchant and relied upon by the customer. Indeed, the digital receipt provides some assurances to both the merchant and the customer (see Col. 9, lines 13-26):

15        In this way, according to the invention, the merchant is able to verify a digital receipt presented by a customer. The merchant advantageously is able to trust that a particular transaction took place, and further, that particular information such as price, quantity, and exact time of transaction are accurately reflected on the confirmation message. A valuable result of the relatively high level of trust afforded to the merchant by the present invention is that the merchant thereby is able to guarantee to the customer that the digital receipt issued to the customer will be honored as proof of the transaction. Thus, in addition to the benefits to the merchant, the present invention provides an unexpected benefit to the customer in that it allows merchants to guarantee issued digital receipts. 20 25

Nowhere, however, do Robinson et al. teach or suggest, “the dispute process is conducted thru the vendor’s Web site” as asserted by the Office on page 4 of the outstanding Office Action. Robinson et al. teaches a trusted digital receipt that may be used as a trusted

record of a past online transaction in cases in which a dispute arises. Robinson et al. are entirely silent as to any steps of: i) selecting, from the vendor's Web site, a reason code for the dispute along with an identification of a disputed amount in the pending invoice; ii) validating a Credit Memo Request, incorporating the selected reason code and the disputed amount to create a pending Credit Memo Request; iii) causing, by the customer and through the vendor's Web site, the Credit Memo Request to be sent and routed through at least one of a selected process of the vendor for the selected reason code, a selected hierarchy of persons at the vendor empowered to approve Credit Memo Request, incorporating the selected reason code and a primary approver at the vendor for the selected reason code; and iv) receiving a notification from the vendor upon approval or rejection of the pending Credit Memo Request, the disputed amount being automatically credited to the pending disputed invoice when the pending Credit Memo Request is approved, as claimed herein.

Simply put, Robinson et al. are entirely silent as to how a customer dispute is processed, other than their repeated teachings that their encrypted digital receipt should be saved by the customer so that he or she may present the saved digital receipt to the merchant in case a dispute arises. That is it, in Robinson et al., relative to the procedure for processing customer-initiated disputes: the customer is to present his or her saved encrypted digital receipt as a proof-of-purchase that may be trusted by the merchant and relied upon by the customer.

Considering now the Cross and Robinson et al. references in combination, as in proper in the context of a §103(a) rejection, the undersigned notes the following.

The combination appears to teach, as set out in Cross, to:

- 1) upload a vendor bill;

- 2) carry out a validation process on the uploaded bill;
- 3) generate discrepancy information and a dispute report according to the results of the validation process if the charged rates do not match reference rates, and
- 4) carry out one of three steps; namely:
  - a. approve and pay the invoice (see Cross, Col. 11, lines 34-35)
  - b. reject the invoice and mark the invoice as rejected (see Cross, Col. 11, lines 40-41), or
  - c. short pay the invoice and send a dispute report to the vendor (see Cross, Col. 22, lines 36-38).

The encrypted digital receipt of Robinson et al., within the framework of Cross, would only be useful when the customer short pays the vendor's invoice and sends a dispute report to the vendor, as in 3) immediately above. Indeed, according to the applied combination of references, the customer could then provide the saved encrypted digital invoice back to the vendor (as the merchant is called in Cross), as proof that the customer purchased the goods or services identified in the short-paid invoice, as taught by Robinson et al.

Kindly recall that no teaching or suggestion is present in the primary reference to Cross of any customer carrying out a self-service method of disputing a pending invoice by creating any manner of Credit Memo Request as called for by claims 28 or 40. In Cross, the uploaded invoice is paid, rejected, or partially paid, and no request for any Credit Memo is ever made to the vendor (the entity that generated the invoice). In fact, Cross teaches that the customer is in contact with the vendor on only three occasions:

- 1) One connection is made to the external data source 10 to access and upload the invoice (see Col. 4, lines 59-60);
- 2) One connection is made through the autopayment interface 13 when the invoice is paid (see Col. 5, lines 1-10), and
- 3) One last connection is made through an invoice and dispute report output to provide copies of invoices and dispute reports to the vendor.



It is only at 3) that it makes sense for the customer of Cross to use Robinson et al.'s encrypted digital receipt, and only for the purpose of verifying, to the satisfaction of the vendor, that the customer purchased the goods or services listed on the short paid invoice in question.

The applied combination, it is respectfully submitted, does not teach or suggest the claimed subject matter. Indeed, the applied combination does not teach or suggest creating a Credit Memo Request or any of the steps of claim 28, of:

**causing, by the customer and through the vendor's Web site, the Credit Memo Request to be sent to and routed through at least one of a selected process of the vendor for the selected reason code, a selected hierarchy of persons at the vendor empowered to approve Credit Memo Request incorporating the selected reason code and a primary approver at the vendor for the selected reason code; receiving a notification from the vendor upon approval or rejection of the pending Credit Memo Request, the disputed amount being automatically credited to the pending disputed invoice when the pending Credit Memo Request is approved.**

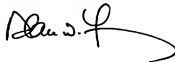
The applied combination also does not teach or suggest the step of claim 40:

**causing, by the customer and through the vendor's Web site, the Credit Memo Request to be sent to be processed through a workflow engine to send and route the Credit Memo Request through at least one of a selected process of the vendor for the selected reason code, a selected hierarchy of persons at the vendor empowered to approve Credit Memo Request incorporating the selected reason code and a primary approver at the vendor for the selected reason code.**

For the foregoing reasons, therefore, it is respectfully requested that the 35 U.S.C. §103(a) rejections applied to the claims be reconsidered and withdrawn.

Applicants believe that this application is now in condition for allowance. If any unresolved issues remain, please contact the undersigned attorney of record at the telephone number indicated below and whatever is necessary to resolve such issues will be done at once.

Respectfully submitted,



Date: March 13, 2008

By: \_\_\_\_\_

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